

**ADDENDUM TO THE LODI POLICE MID-MANAGEMENT ORGANIZATION
MOU**

February, 2009

- A. The City of Lodi and the Lodi Police Mid-Management Organization currently operate under a Memorandum of Understanding effective July 1, 2007 through September 30, 2011.
- B. This Addendum is entered for the purpose of addressing the significant and unanticipated budget crisis caused by the current economic downturn.

For the above reasons the parties agree:

Article II – Uniform Allowance, shall be amended to add the following:

- 2.1 At the end of section 2.1 add the following sentence: However, Bargaining unit members agree to waive all uniform allowances accruing from January 1, 2009 through June 30, 2009.

Article IV – Compensatory Time, shall be amended to add the following:

- 4.2 At the end of section 4.2 add the following sentence: However, during the pay periods in which March 1, 2009 through September 30, 2011 fall, a maximum of 480 hours of compensatory time may be carried on the books. After September 30, 2011 employees with banks in excess of 80 hours shall be entitled to continue to use their excess compensatory time but shall not be eligible to accrue additional compensatory time until their compensatory time balance falls back below 80 hours.

Article XI Deferred Compensation, shall be amended as follows:

- 11.2 At the end of section 11.2 add the following sentence: However, bargaining unit members agree to forego all deferred compensation matches they would otherwise be entitled to between the pay periods in which March 1, 2009 through June 30, 2010 fall.

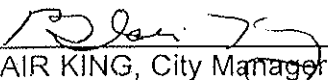
Article XXVII – Holidays, shall be amended to add the following:

- 27.1 At the end of section 27.1 add the following sentence: All holiday leave accrued during the pay periods in which January 1, 2009 through December 31, 2009 fall must be used by March 31, 2010 and may not be banked or cashed out. This limitation shall not

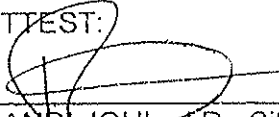
apply to Dale Miller or other members retiring during the 2009-2010 fiscal year. Moreover, if PERS concludes that holiday pay must be cashed out periodically over a 24 month period to qualify toward retirement calculations, this limitation will not apply to Gary Benincasa, Steve Carillo, Chris Piombo, Steve Price, Doug Chinn or Bryan Noblett.

This Addendum shall not become effective until approved by the Lodi City Council.


CITY OF LODI,
a municipal corporation



BLAIR KING, City Manager

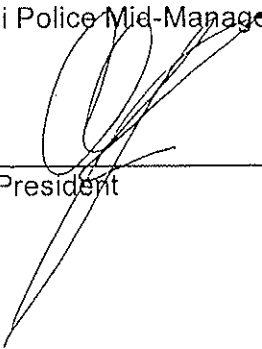
ATTEST:


RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:


D. STEPHEN SCHWABAUER
City Attorney

Lodi Police Mid-Management Org.

By 

President

**SIDE LETTER TO THE POLICE MID MANAGEMENT ASSOCIATION
OF LODI MOU - May 2009**

- A. The City of Lodi and the Police Officers Association of Lodi currently operate under a Memorandum of Understanding effective October 9, 2007 through October 8, 2011 as amended by Addendum dated February 2009.
- B. This Side Letter is entered for the purpose of addressing the continued significant and unanticipated budget crisis caused by the current economic downturn.

For the above reasons the parties agree:

Furlough Time:

Accept 108 ~~hours~~⁹ unpaid furlough hours in lieu of a 5.2% salary reduction in the FY 09-10. Furlough hours shall be scheduled based on availability and shall be deducted from salary in equal installments across all fiscal year pay periods (4.15 per paycheck).

Furlough hours must be used by the expiration of the current unit MOU, and may also be used any time in lieu of sick leave.

In the event a member's employment terminates during the fiscal year, furlough hours shall be prorated by the percentage of the year worked. Furlough hours used in excess of prorated hours shall be deducted from other available leave balances, and if other leave balances are inadequate, repaid to City.

Compensatory Time:

Bargaining unit members agree that they shall not cash out any compensatory time off from July 1, 2009 through June 30, 2010. Moreover, members acknowledge that the 09/10 Police Department budget does not include any expenditures for overtime. The parties agree that they will work cooperatively to minimize overtime expenditures in the department to avoid mid year budget cuts that would be required to meet the overtime expenditures.

Fourth of July:

Overtime on July 4th shall be on a paid rather than a Compensatory time off basis.

Deferred Comp:

Effective July 1, 2009, members will resume receiving the City's 3% deferred compensation match.

Uniform Allowance:

Effective July 1, 2009, members will resume receiving the City's uniform allowance on a monthly basis.

Holidays:


Included in POAL's contributions to the budget shortfall is the provision added by the February 2009 Addendum stating: However, all holiday leave accrued during the pay periods in which January 1, 2009 through December 31, 2009 fall must be used by October 31, 2010 and may not be banked or cashed out. This limitation shall not apply to members retiring during the 2009-2010 fiscal year.

This Side Letter shall not become effective until approved by the Lodi City Council, and the particulars of this Side Letter will be evaluated during the Mid-year budget process.


CITY OF LODI,
a municipal corporation


BLAIR KING, City Manager

ATTEST:


RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:


D. STEPHEN SCHWABAUER
City Attorney

Police Officers Association of Lodi

By 
President